

1894-048 Chancery Causes: Knoxville Provision & Sugar Co] vs William C. Herndon &c
Lee Co.

Parsons, Woodward, Stapleton, Coffin, Pennington, Knoxville Trunk Co]

CA-Debt

T-Property

-Deed

To the Hon. H. S. K. Merison Judge of the Circuit Court
for Lee County Virginia:

Humbly complaining your orator
The Knoxville Provisional Light Company, a
corporation organized & existing under the laws
of the state of Tenn. respectfully represents unto
your honor that at his special instance & request
on the 30th day of October 1893 in the city
of Knoxville ~~the~~ it sold and delivered to
W. C. Merndon who was then in the mercen-
tile business in Lee Co. Va., a large
quantity of goods wares & merchandise (an item-
ized statement of which is herewith filed
marked "Invoice" as a part of this bill
amounting in the whole to the sum of
\$93.80 which became due and payable on
Oct 30th 1893, that at his direction all
of said goods were shipped to said Merndon at Fen-
mington Gap. Va.; that at the time your orator
sold said Merndon said goods the records
of the County Court of Lee County Va. shown him
to be, and he represented himself to be the owner
in fee of a large quantity of unencumbered
land lying & being in Lee County in
the Pocket & Crook Orchard Country —
land conveyed to him by the heirs of
Charles Fennington Decd, Larkin
Merndon & John B. Fennington, Tobias
Hughes & wife & John C. Stapleton, and all
of which land he was in possession
of and using as his own. Copies of
said deeds are here filed marked "A", "B", "C".

Your arator will further show unto your
honor that all of said goods sold as aforesaid
to said Herndon, together with a large
number of cattle, the goods in his store
house and other goods purchased about
the same time from other wholesale
merchants were by him turned over to
his father Larkin Herndon and his
brother John P. Herndon, who are now
in possession of the power selling and dis-
posing of them; that said John P. Larkin
Herndon allege they bought the ^{said} goods
and cattle on debts which said W.C. Her-
ndon owed them. Your arator denies that
this was a fair & honest transaction,
but it asserts that it was a transaction
made and entered into for the purpose
of hindering, delaying, & defrauding your
arator in the collection of its said debt,
and that said W.C. Herndon did not owe
said John P. Larkin Herndon or either
of them a sum sufficient to pay for
all of said goods and cattle.

Your arator will further show
unto your honor that said sum of
money is still unpaid and become
due and payable as aforesaid;
that a few days after ~~and~~ he transferred
said goods & cattle as aforesaid, said
W.C. Herndon absconded this state and
is now a non-resident of this state;
that to your arator's surprise and sorrow,

1893, and David Parson lodged with the clerk of the County Court for the County and had the same recorded & duly signed by said W.C. Skindon wife and acknowledged on Mch. 14, 1893, conveying to the said Parson in consideration of \$5000.00 in hand paid all of said Skindon's said land except the Stopleton tract, and a portion of the land conveyed him by his father Larkin Skindon, & John B. Pennington, on the 30th day of July 1889; that at the time your complainant said and delivered said goods to said Skindon they did not have any notice whatsoever of the existence of this deed to said Parson; and it is therefore advised that this conveyance as to it is void. A copy of said deed from said Skindon wife to said Parson is herewith filed marked "X" and prayed to be considered as a fact of this bill.

Your arator will further show unto your honor that on Nov. 18, 1893 said W.C. Skindon executed a paper acknowledging himself indebted to one William Woodward in the sum of \$675.00 which is a fund on its face to be a lien upon the land of said Skindon conveyed by John B. Pennington & Larkin Skindon to him on the day of 18 which lies on the Southern side of the

North Fork of Pease's River This instrument was acknowledged and recorded on the 10th day of Nov. 1893. Your arator alleges that this line or to your arator is void because it was executed without any consideration deemed valuable in law.

The premises considered your arator is advised that said line of \$675⁰⁰ is void, likewise the said transaction between said W.C. Skendow, and John F. Larkin Skendow, and also the deed of March 14, 1893, not being recorded until after your arator's said debt was made and your arator not having any knowledge of the same is also void as to your arator whether it had a consideration or not.

While said deed from said Stapleton reserves a vendor's ^{lien} on the land conveyed by it, your arator is advised and swears that the same has long ago been fully paid and they further swear there are no other liens or claims upon said land, ^{than} those already mentioned herein and also that said land will not rent for a sum sufficient to pay said debt out of suit &c. in 3 years.

The prayer therefore of your arator is that H.C. Skendow, John F. Skendow, Larkin Skendow ^{and} Woodward, David Farrar, and John C. Stapleton be made parties to this bill of complaint;

That they each be required to answer the several allegations on oath, that by virtue of the affidavit herewith filed & marked "Affidavit" made pursuant to § 2964 of the code of 1887 an attachment issue herein and be levied upon said Skindown effect and the same be held till further order of the court; That said John P. Larkin Skindown especially answer for what amount if any thing the said ~~W.C.~~ Skindown owed them, when & where they got the money or other thing which they let the said W.C. Skindown have, whereby he became indebted to them, the date of each item of indebtedness, the number kind & value of said cattle, an itemized statement or an invoice of all the goods and chattels of every kind and the price they gave therefor, which was turned over to them or either of them by said W.C. Skindown. That David P. Parran, ^{especially} answer the true amount if any thing, he then paid on the bond mentioned in said deed of March 14, 1893, when & where and from whom he obtained the money or other thing which he paid said Skindown on said bond; How much if any thing he still owes on the same; That the said William Woodward will especially answer on oath when and for what said ^{W.C.} Skindown became indebted to him, the true amount thereof and when it became or will become due, & when

when & from whom he obtained the
money or other thing whereby said Skindon
became indebted to him; That on a final
hearing of the cause a judgment be given
your orator for said sum of money; That
said debt, lease & transfer of goods and
cattle be annulled and set aside, and that
enough thereof be sold to satisfy your or-
ator's claim & the costs of this suit; That
an order, that an order of publication be
made for H.C. Skindon as the law
requires in such case. And that
all other further & general relief be granted
your orator as the nature of his case
may require. May process issue &c.
And your orator will ever pray &c.

Penningtons Dror

p. 91

1st Janry. 1894
 Knoxville Provision Sugar Co
 v.s. } Bill in Chancery
 A.C. Merriam and others

1894 1st Janry Rules Bill filed & pa 2d on home debts &
 2nd order Pub for non resident. D. Non home debts
 " 2 Janry Rules D. In for home debts confer
 " 1st Feby " Contd for ord Pub
 " 2nd " " Ord Pub complete & set for hearing by Plffs
 " June Term Decree & costs

| | |
|---------|---------|
| C | 894 |
| S | 250 |
| W m P | 250 |
| Co C | 575- |
| Printer | 500 |
| Atty | 500 |
| <hr/> | |
| | \$29.69 |

Defts Costs
 1.60

Guernsey Bros P. & S.

OFFICERS:

R.S. HAZEN, Prest. ED. LOCKETT, Vice Prest.
H. COFFIN, Secy & Treas. H.C. BONDURANT, Genl Mgr.

We do not guarantee safe arrival of goods at their place of destination.
Goods are shipped and receipts taken in good order, after which they are at the risk of the purchaser.

Knoxville, Tenn., Oct 30 1893

M. W. Herndon

BOUGHT OF

KNOXVILLE

PROVISION AND SUGAR CO.

Lynthia Ky

TERMS. 30 Days.
or 1 per Cent off in 7 Days.

Wholesale Dealers in

Meats, Lard and Sugars.

Shipped Via

| | | | | |
|--------------------------------------|-------------|------|----|-------|
| 1 Bbl #2 Sug | 336 #05 1/2 | 1806 | | |
| 1 Crk Sides | 552 #06 1/2 | 5589 | | |
| 1 Bbl #1 | 336 #05 1/2 | 1848 | | |
| | | | 45 | 19288 |
| | | | | 92 |
| Knoxville Provision Sugar Co. Office | | | 93 | 80 |
| | | | 94 | 30 |

STATE OF TENNESSEE, }
KNOX COUNTY, } to wit:

I, Graham Bogardus, a Notary Public in and for said County and State, do certify that Norton Coffin, Secy & Treas this day made oath before me that the foregoing account, amounting to \$ 94 30 is to the best of his knowledge and belief justly due and that he claims interest on the same from the 30th day of October 1893

Given under my hand this 2nd day of December 1893

Graham Bogardus

To the HoN. Wm.T.Miller ,Judge of the Coircuit Court ,For
Lee County:-

Humbly complaining your orator, the ~~Knoxville Trunk Company~~
~~Sugars~~ Knoxville Trunk Company, a corperation,organized under
the laws of the State x of Tennessee, and doing buisness in
Va. ,would respectfully represent unto your honor ,that heretofore
,to wit on the 19th day of March, 1893, at the special instance
and request of W.C.Herndon ,it sold and delivered unto him a
quantity of goods amounting to the sum of 13 dollars and 87 cents
which sum became due and payable ten days after date of the said
sale of the said goods, that the said sum is still due and payable
to your petitioner from the said Herndon ; that in a few days af-
ter he sold said Herndon said Goods , he fraudulently disposed
of his effects in the manner herein after set out, and absconded
the state and is now a non-resident thereof.

Your petitioner will furthuer show unto your honor that the
said Herndon before he left the state was engaged in the mercan-
tile buisness at Cynthia P.O. in Lee county and at the time your
petitioner sold said goods he was apparantly doing a prosperous
and paying buisness there;that on the day he left the country ,to
wit on the 10 th day of Nov., 1893 he made and executed a paper
wherein he acknowledged himself indebted to ond William Woodward
in the sum of \$675.00 and to secyre the payment of the same he
execyted a lien on a portion of his real estate lying in the
Craborchard Country in Lee County, and your Petitioner alleges that
said Lien and debt are all fraudulent and were made for the pur-
pose of hindering ,delaying and defrauding the creditors of the
said Herndon and especially your petitioner in the collection of
its debt.

Your petioner will furthuer show unto your honor that at the
time they sold and delivered thw said goods to the said Herndon, he
he was then in the possession of a large Quantity of land ,con-

sisting of several tracts which had been deeded to him by John B. Pennington ,John C. Stapleton ,T.P. Hughs and the heirs of Charles Pennington decd. and their vendees; that the records of tye County court of the said County of Lee showed him to be the owner of th same and he was then in the possession of the same usind and occupy ing it as his own, and your petitioners had no other thought than it was his own at the time he sold him said goods, that in a few days after he sold him said goods they were wonderfully surprised t o heat that the said Herndon had on the 14th day of March ,1893 made to ond David Parsons a de d to a large port tion of of his land ,and in fact the mosty valuble part of the land which the said Herndon owned;that your petioners allege that the said dex of March 14th was mde for the purpose of hinderi ng delay ing nd defrauding the creditor of the in the collection of their debt and especially that of your petitioner;that said last named decd was made without a valuble consideration ;that the same is a volun tary conveyance and made for the purpose of hindering and delayid creditors; that the same was not put upon record by the said Par sons untill your petitioner had sold said goods to the said Hern don , and at the time Xit sold said goods to him they believed him to be the owner of the the land which herepresented himself to be owner of .

Your petioner will furthur show unto your honor that in a few days after they sold said Herndon said goods he transfered all the goods he then had in his store house at the time and at the depot, a lot of hay several cattle , and in face all the Per solal property he had at that time, a large am,ount of bonds notes and accounts to his brother John P. Herndon, without a considerr ation or at least any thin like a consideration equal X to the value of the said goods which he turned over to the said John P. Herndon; and that this transaction was made for the purpose of him

dering , delaying and defraudi ng your petitioner in the collection of its said debt.

Your petitioners will furthur represent unto your Honor that th are now pending in your Honor's court against said Herndons said Parsons ans /said Woodward several suits ,the purpose of which is to have all of said conveyances, transactions and trensferes set aside and vacated; that the said suits at the March term, 1894 ,ordered to/ to be brought on to be heard together. The prayer therefore of your petitioner is that it be allowed to file in said caused this petition ; that they be allowed to be made a party to the same that full relief be granted them that it be given a judgement against the said Herndon for the ammount of its said debe and its cost in this suit expended. And your petitioner Will ever pray &c.

Pennington Brothers for

P

Petioners.

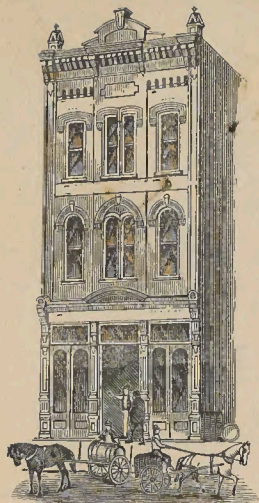
Knoxville Trunk Co.,

Vs.: Petition.

W.C. Herndon, et al.

Filed June 6th 1894
A.B. Munsey
Clerk

65^{cts}
65-



All payments must be made direct to the Firm, as our Agents are not authorized to collect without our written signature. All claims must be made within Five Days after receipt of Goods. All Goods shipped and released at risk of Consignee.

R. D. WHITTLE, Pres't and Gen. Manager.

O. L. WEST, Ass't Manager.

JNO. O. SEHORN, Sec'y.

Knoxville, Tenn. *March 19th 1893*
Mr W. C. Herndon Cynthia Va

Bought of KNOXVILLE TRUNK CO.,

—MANUFACTURERS AND JOBBERS OF—

Trunks, Traveling Bags, Sample Cases, Etc.

404 GAY STREET.

Factory 139, 141 and 143 York Avenue.

TERMS: *25% off 10 days*

No discounts allowed unless paid within time specified. AFTER THAT NET.

| | | |
|----|-------------|-------------|
| 77 | 3.65 | 3.95 |
| 27 | <i>1/32</i> | <i>1/34</i> |
| | <i>2.85</i> | <i>3.15</i> |
| | <i>1/28</i> | <i>1/30</i> |

| |
|-----|
| 760 |
| 600 |

State of Tennessee, County of Knox.

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn *O. L. West*

to me well known, and made oath in due form of law, that the within account against

W. C. Herndon Cynthia, Va.
amounting to *Forty (\$40)* *37/100* Dollars,

is justly due *Knoxville Trunk Co*

of which firm he is *Asst Manager* after, the allowance of all credits

to which the said *W. C. Herndon* is entitled as

he verily believes.

Subscribed and sworn to before me this *19th* day

of *March* 189*4*

O. L. West
W. C. Herndon

Notary Public.

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by the Knoxville Provision Company, a corporation organized and existing under and by virtue of the laws of Tennessee.

Respondent says that complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has also filed another answer to a bill in chancery exhibited against him and others in this court by Cowan McCune & Co., and he has also filed his answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, and all have a common purpose with the bill filed by complainants, and all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said answers and adopts them as a part of his answer in this case, and asks that they may be treated as such. And now having answered said bill as fully as he is advised it is material he should answer, he prays to be hence dismissed with his costs &c.

Duncan Wyatt p. d.

*Sworn to before me this the 5th day of March 1894
by John P. Herndon*

A. B. Munsey Clerk

66

W.C. Herndon et als.

Separate answer and
Adsl. Denial of John P.
Herndon, one of the
Defendants.

Knoxville Provision Co.

Duncan & Hyatt, p.d.

*Filed in open court March
the 9th 1894*

A.B. Munsey Clerk

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of Larkin Herndon to a bill in ~~ch~~ chancery exhibited against him and others in this honorable court by the Knoxville Provision Company, a corporation organized and existing under and by virtue of the laws of Tennessee.

Respondent says that complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but reliving and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his answer to a bill in chancery exhibited against him and others in this honorable court by Powers Little & Co., he has also filed his answer to another bill filed against him in this honorable court by Cowan McCoun & Co., and he has also filed his answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, and all have a common purpose with the bill filed by complainant, and all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said answers and adopts them as a part of his answer in this case, and asks that they may be treated as such. And now having answered said bill as fully as he is advised it is material he should answer, he prays to be hence dismissed with his costs &c.

Duncan W. Hyatt p.d.

Sworn to before me, this the 5th day March 1894
by Larkin Herndon
A. B. Munsey clk

Ob

W.C. Herndon, Pls.

Separate answer and
Demurrer of Larkin
Herndon, one of the
Defendants.

Knoxville Provision Co.

Duncan & Hvatt, p.d.

*Filed in open court March
The 9th 1894
A.B. Munsey clerk*

Knoxville Provision & Sugar Co.

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of

Henry Fenton our

253 Gay Street, in the City of Knoxville

Tenn

County, State of

Tennessee

I will proceed to take the deposition of

H. C. Boudin-

rant and others

to be read as evidence on behalf of

the Knoxville Provision & Sugar Com-

pany a corporation doing business and organized

under the laws of the State of Tennessee

in a certain suit in Equity

now pending in the Circuit Court of Lee

County, State of Virginia wherein said

Knoxville Provision & Sugar Co.

Plaintiff and you and each of you are Defendants And if from any

cause the taking of said depositions are not begun on that day, or being begun not complete, the same will be

continued from day to day or from time to time and if desired from place to place, until the same are complete. You

may attend and cross-examine if you wish.

January 4th

1894

Very Respectfully,

Knoxville Provision & Sugar Co

per Pamphlet Bros

Counsel

Knowles Prov. & Lucas Co.

vs { Notice to Take
Depositions

Wm C. Harnden et al

Executed on Jan. 12th 1894
by delivering a copy of the
within notice to each
of the following named
persons, to wit: David P.
Parsons, Charles Harnden
John P. Harnden, Wm
Hawward and John E.
Stapleton: but not exe-
cuted as to W. C. Harnden.

W. M. Pennington

J^a. Lin County, to wit:

The foregoing return
signed by Wm. M. Pennington
was this day shown to before
me by him in my county and
for said return was
my hand this Jan 13th 1894

E. H. Pennington
Notary Public

Knowville Provision Sugar Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsors and John C. Stapleton

Take notice that on the 2nd day

of February 1894

at the office of

County, State of

I will proceed to take the deposition of

to be read as evidence on behalf of

the Knowville Provision Sugar Com-
pany a corporation organized & existing under the
laws of the State of Tennessee

in a certain suit in Equity now pending in the Circuit Court of Lee

County, State of Virginia wherein said Knowville Provision Sugar Co is

Plaintiff and you and each of you are Defendants. And if from any

cause the taking of said depositions are not begun on that day, or being begun not complete, the same will be continued from day to day or from time to time and if desired from place to place, until the same are complete. You may attend and cross-examine if you wish.

Jan 4th 1894

Very Respectfully,

Knowville Provision Sugar Co

Per Cunningham Bros
Counsel

Hon
H. C. Merdun

OFFICERS:

R.S. HAZEN, Prest.

ED. LOCKETT, Vice Prest.

H. COFFIN, Secy & Treas.

H.C. BONDURANT, Genl Mgr

We do not guarantee safe arrival of goods at their place of destination.
Goods are shipped and receipts taken in good order, after which they are at the risk of the purchaser.

(Invoice)

Knoxville, Tenn., Oct 30 1893

M. W. C. Herndon

BOUGHT OF

KNOXVILLE

PROVISION AND SUGAR CO

Cynthia Va

TERMS. 30 Days
or 1 per Cent off in 7 Days.

Wholesale Dealers in

Meats, Lard and Sugars.

Shipped Via

1 Bbl No 2 Sugar
1 " No 1 "
1 Crate Sides

336⁴ @ 5³/₈

18 06

336 @ 5¹/₂

18 48

552 " 10¹/₈

56 89

Dray

45

\$92 88

KNOXVILLE PROVISION & SUGAR CO.

In Chancery.

Wm. C. Herndon et al.

The depositions of H. Coffin

taken before me, C. B. Tompkins,

a notary public, in and for said the county of Knox, and State of Tennessee, pursuant to notice hereto annexed, at the office of Henry. Fenton, 208, Gay street, in the city of Knoxville, in the said county and states on the 2nd day of February, 1894, between the hours of 7 A. M. and 8 P. M. of that day, to be read as evidence in behalf of the KNOXVILLE PROVISION & SUGAR CO. in a certain suit in equity, depending in the Circuit Court of Lee county, Virginia, wherein Wm. C. Herndon, John. P. Herndon, Larkin Herndon, Wm. Woodward and David. P. Parsons are defendants, and said KNOXVILLE PROVISION & SUGAR CO. is plaintiff.

Present

for depts'

for plaintiff

The witness H. Coffin after being duly sworn deposes as follows to wit:
Ques. 1st Please give me your name, age residence and occupation.

Ans. H. Coffin 50 years old. reside in Knox County Tenn. Sec 1st Ward of the Knoxville Prov & Sugar Co

Ques. State whether or not W. C. Herndon is indebted to said plaintiff in any sum of money if so how much, for what, when made and when it was ^{or due} became due.

Ans. He is indebted to said plaintiff in the sum of Ninety two and 87/100 dollars for goods shown in an itemized statement herewith filed as part of this deposition, marked invoice, this sum of money became due November 30th 1893

Ques. What is your connection with said plaintiff.

Ans. I am Secretary & Treasurer thereof, it is a Corporation

Ques. Did you or ^{or said plaintiff} ~~with~~ at the time said goods were sold and delivered to said Sterndon have any knowledge of the existence of the deed mentioning said plaintiffs ~~deed~~ dated March 14th 1893 whereby said Sterndon & wife conveyed a large portion of his real estate to one said P. Parsons.

Ans. No, sir. I did not then or at any time prior thereto, If I had have known of the existence thereof, I would not have sold him said goods, on credit. and further ~~this~~ deponent saith not.

H. Coffin

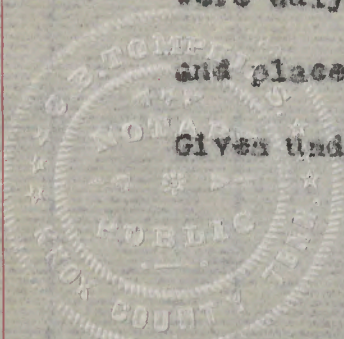
Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *H. Lee Hines*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1894



C. B. Tompkins
Notary Public

Knotville Provision & Sugar Co

} Depositions
V. to Herndon et al
Received by mail in red
February the 4th 1894 and
filed on Feb'y 5th 1894
A B Muncy Clerk



GIVEN UNDER MY HAND AND SEAL THIS

4th of February 1894

and Witness and for the witness therein mentioned.

WAS FIRST TAKEN, SWORN TO, and subscribed before me at the time

depositions of

Knox in the said cause of Herndon et al vs the Knotville

I O. B. Robbins a Notary Public for the county of

County of Knox. to wit

Tennessee.

Virginia Lin County, to wit:-

This day Edw. Pennington agent for The
Knoxville Provision & Sugar Co, a corporation organized
and existing under the laws of the State of Tenn.

~~pennington~~ plaintiffs in a certain cause in
chancery now pending in the circuit court for
Lin County against W. C. Henderson et al
to recover a certain debt from said Henderson, per-
sonally appeared before me A. G. Hyatt a notary
public in and for said County of Lin & State of Va. and
in my County aforesaid & made oath that 1st he
truly believes the said plaintiff's claim is just, & that
he believes the said plaintiff is entitled and
ought to recover at least in the said suit against
said Henderson a debt for the sum of \$174.30 with
interest from Oct 30th 1891 to 5th Nov 1893 that to

The best of the officer's belief the said W. C. Henderson
is not a resident of the State of Va. but has effects
in Lin Co. 4th That the said Henderson has converted, is con-
verting or is about to convert his property or some material
part thereof in to money securities and evidences of
debt with the intent to hinder, defraud, & delay his
creditors. 5th That said Henderson has assigned & dis-
posed of or intends to dispose & dispose of his in-
come or some part thereof with the intent to hin-
der, defraud & delay his creditors. & especially

Gives under my hand this 27th day of Nov 1893

A. G. Hyatt
Not Pub Lin Co Va

37

Knoxville Tennessee T.C.

v.s. } Affidavit

W.C. Strader

Filed Decr the 7th 1894

A.B. Munsey clerk

Deed Book No 20, page 433.

This Deed made the 14th day of March 1885 Between William C. Herndon and Cynthia E. Herndon of the first part and of the County of Lee and state of Virginia and David P. Parsons of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand ~~paid~~ the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia E. Herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Grabowenard on Needs and Jones creek waters of the North Fork of Powell's River. No of acres unknown supposed to be six hundred more or less and bounded as follows to wit Beginning at a stake on the north bank of the North Fork at the mouth of Needs creek Thence with the meanders thereof to the Mc Grade line and with said line N 60° W to a gum two chestnuts and spanish oak corner to the A.B. Bailey land and with line of same N 60° W to poles to a white oak and chestnut Thence N. 30° W to poles to 3 white oaks Thence N 60° W with Parkers line to Jones Creek and with the said Creek to Joseph Marcum's corner thence southwardly with said Marcum's line to A.B. Debuck corner Thence with his several lines and corners to a corner to Alfred Johnstons land formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Gullien land Thence with said lines and corners to Mathew Zion land and with said Zions lines and corners to Lawsons land thence with his lines and corners to the Beginning. the foregoing described Boundary of land embraces the land purchased by W.C. Herndon from Tobias Hughes and wife Charles Pennington heirs Larkin Herndon and J.B. Pennington and the said and the said David Parsons is to have and with all the

former
Apparances *thereunto* and the said William C. Herndon
an the said William C. Herndon and Cynthia Herndon parties of
the first part do warrant generally the land hereby conveyed
witness the following signatures and seals the year and day
first above written.

William C. Herndon (seal)

Cynthia R. Herndon (seal)

State of Virginia, County of Lee, to wit:

I, F. W. Parsons a justice of the peace in and for the
county and state aforesaid do certify that William C. Herndon
and Cynthia R. Herndon his wife whose names *is* signed to
the foregoing deed bearing date of the 14th day of March
1893 acknowledged the same before me in my county and state
aforesaid given under my hand and seal this the 14th day of
March 1893.

F. W. Parsons, J.P.

Virginia Lee county to wit:-

In the office of the clerk ~~of the court~~ of the said county
the 10th day of Nov. 1893 this deed as presented and together
with the certificate thereto annexed ~~was~~ entered to record.

Test: S. V. F. Richmond, clerk.

Virginia Lee, county to wit:

Copy Teste S. V. F. Richmond Clerk
This day R. L. Pennington personally appeared before me, E. W. Pennington a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of the said county and on file in the clerk's office of the said county and that the same is a true copy of the records.

N. F.

Deed Book No 20, page 436.

This Deed made the 10th day of Nov 1893 by and between
W.C. Herndon of the first part and William Woodward of the
second part both of the county for Lee and State of Virginia
The party of the first part grant unto the party of the second
part a tract or parcel of land bounded as follows, Beginning
at a stake at the mouth of Reeds creek running with lawrens
to the top of Stone mountain thence with the meanderings thereof
to the Mc Credie line and with a small the North Fork of
Powells River with meanderings of said waters to the Beginning.
This deed of trust is to secure and where loan to the party
of the second part for the sum of six hundred and seventy five
dollars which the party of the second part who is against the
party of the first part this contract shall stand and hold
good to the party of the second part until this note is
satisfied in full. Witness the following signatures and seal
W.C. Herndon. (seal)

Virginia Lee County, to wit: *in the State of Virginia*
I, J.W. Purnell a Justice of said county do certify that W.C. Herndon
whose name is signed to the foregoing deed bearing date
on the 10th day of Nov 1893 this day personally appeared before
me in my county aforesaid and acknowledged the same to
be his act and deed. Given under my hand and seal this the
This the 10th day of Nov 1893

J.W. Purnell, J.P.
A Copy Teste J.W. Purnell
Virginia, Lee County, to wit: *clerk*

This day R.L. Pennington personally appeared before me
R.L. Pennington, notary public in and for the county and
state aforesaid, and made oath that he had copied the fore-
going deed from the books of the county court of Lee county
on file in the clerk's office of the said court, and that the
same is a true transcript therefrom. This Feb ____ 1894

In the Office of the Clerk of said
the 10th day of Nov 1893 this Deed was
presented by together with the certificate
and admitted to record by the Clerk

Deed Book B
Book No. 20 .page 106 .

THIS DEED of conveyance made the 6th day of February/ 1890
by and between Tobias Hughs and Martha Hughs and Peggie
Parsons of the first part ~~all~~ ^{of the second part} all of the county of Lee and
state of Virginia and William C. Herndon of the county and
state aforesaid . Witnesseth that for and in consideration of
the sum of Eight Hundred dollars in hand paid the receipt of
which is hereby acknowledged the parties of the first part
do ~~to~~ bargain sell and convey unto ~~the~~ the parties of the second
part a ~~to~~ certain parcel or tract of land lying and being in the
county of Lee and state of Virginia situated on Reeds Creek
waters of the North Fork of Powells River being two hundred
acres be the same more or less and bounded as follows to wit
being the land ^{the 3 and} where Tobias Hughs now lives and adjoining the ~~the~~
land of Samuel Parsons James Quillen and Mathew Zion and the
parties of the second part to have and to hold forever . And the
parties of the first ~~part~~ warrant specially the land here-
by conveyed . witness the following signature and seal the day
and date above written .

Lis O
Tobias Hughs . (seal)
Martha
Martha Hughs (seal)
Margaret
Margaret R. Parsons (seal)

Virginia Lee County to wit :

I, W. M. Parsons a justice of the peace for the aforesaid ~~the~~
county and state do certify that Tobias Hughs and Martha
Hughs his wife, and Peggie Parsons whose names are signed to the
foregoing deed ^{bearing} / date on the 6th day of February, 1890 ,
acknowledged the same before me in my ~~the~~ county and state
aforesaid to be their act and deed and does not wish to ~~repeal~~

retract it . Given under my hand and seal this the 6th day of
February 1890

F.M.Parsons J.P.

Virginia Lee county to wit : In the office of the clerk of the
said county May the 6th 1890 this deed was presented and
with the certificate thereto annexed admitted to record

Test John R. Gibson Clerk.

A. Leary Teste J.P., Richmond Clerk
Virginia Lee County to wit :

This day R.L.Pennington personally appeared be-
fore me E.W.Pennington , a notary public in and for the said /ss
county and state aforesaid and made oath that he had copied
the foregoing deed from the records of the county court of
the county on file in the /ss clerk's office of the said
county court and that the same is a true transcript from the /ss
said records . Given under my hand this the ____ day of Feb.
1890.

N.P.

A. C. Hudson

Trans Copy of Ad
Volias Hughes &c

Free for Copy, \$0.50

Deed Book No. 25, page 104.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C. Pennington and patience Pennington his wife Dinah Pennington and Martha J Robins and Mary A Robins of the county of Lee and State of Virginia and Green B. Pennington and Susan His wif of the county of Perry and State of Kentucky of the first part and William C Herndon of the second part of the county of Lee and state of Virginia. Witnesseth that for and in the consideration of the sum of \$380.00 dollars in hand paid the receipt of which I s hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters off Jones Creek and bounded as follows to wit: Beginning at a beech and white oak on the east bank of Reeds creek thence ^{east} ~~eastwardly~~ to a poplar chance to a white ^{oak} ~~on the~~ top of a ridge thence northwardly to a white oak on a flat thence ^{north} ~~eastwardly~~ to a wagon road ^{and with the} said road southwestwardly to beech ^{near} ~~to~~ the mouth of the first hollow near the bank of Jones Creek and with said creek to ~~the mouth of said creek~~ to Joseph Marcums corner chance westwardly with the said Marcums line to the Charles Pennington line and with the said line to the Beginning. the parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever. Witnesseth the following signature and seal this the 19th day of March 1890

John C. Pennington (seal)

^{her} Patience Pennington (seal)

^{her} Martha J Robins (seal)

^{mark}

^{for}
Dinah Pennington (seal)

^{mark}
Green B. Pennington (seal)

^{for}
Susan Pennington (seal)

^{mark}
Mary A. Robins (seal)

State of Virginia Lee County To wit :

I, Frances M. Parsons a justice of the peace for the aforesaid county and state do certify that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the 19th day of March 1890, acknowledged the same ^{before me} in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand and seal the day and date first above written.

F. M. Parsons J. P.

State of Kentucky, County of Perry

I, Ira J. Davidson clerk ^{of} the county court for the county and state aforesaid do certify that the foregoing deed of conveyance from John C. Pennington to William C. Herndon was this day produced to ~~me~~ ^{me} in the county aforesaid and acknowledged before me ~~by the parties thereto~~ by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given under my hand this the 29th day of March 1890.

Ira J. Davidson clerk

By G. R. Cornett D. C.

State of Virginia County of Lee, to wit :

I, F. M. Parsons, a justice of the peace for the county and state aforesaid do certify that Mary A. Robins whose name is signed to the foregoing deed bearing date on the 19th day of March 1890, acknowledged the same ~~by~~ before me in

in my county and state / aforesaid to be her act and deed and does not wish to retract it . Given under my hand the 7th day of April 1890.

W.M. Parsons J.P.

Virginia Lee County To wit :

In the office of the clerk of the said county
May the 6th 1890 this deed was presented and with certificates thereto/ annexed was admitted to record

Test John R Gibson Clerk .

Virginia Lee County To wit :

A Copy
This day R.L. Pennington personally appeared before me *Notary Public* in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in the county clerk's office thereof , and that the same is a true transcript therefrom . Given under My hand this the ____ day of February 1894.

N.P.

A. C. Henderson

Trans & copy of doc
J. C. Pennington R

For far copy \$0.75

Deed Book No. 20, page 112.

This deed made november the 9th 1889 By and between M.C. Parsons of the first Part and Craig Herndon of the ~~2~~ second part both of the county of Lee and state of Virginia. Witness .s that the party of the first ~~part~~ doth grant bargain sell and convey to the party of the second part his undivided interest in Charles Pennington now deceased estate that he bought of Anderson Robins ^{and} wife ~~and~~ heirs ^{of} aforesaid ~~of~~ Charles Pennington Ded for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged, the aforesaid M.C. Parsons ~~b~~ binds himself to warrant ^{pennington} the land hereby conveyed with all ~~of~~ its appurtenances forever. Witness my hand and seal day and year first written M.C. Parsons (seal)

Virginia Lee County to wit: _____ I, V.H. Kelly notary public for the afor said county do certify that M.C. Parsons whose name is signed to the above deed bearing date Oct 9th 1889, personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this Nov 9th 1889. V.H. Kelly, N.P.

Virginia Lee County to wit: _____ IN the office of the clerk of the said county May the 6th 1890, this deed was presented and / with the certificate thereto annexed admitted to record.

Test John R. Gibson, Clerk.
A Copy Test *Richmond Bell*
Virginia Lee County to wit: _____ This day R.L. Pennington personally appeared before me ~~11/11/90~~ a notary public for the county and state aforesaid in my county aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the said court's clerk's office, and that the same is a true transcript therefrom.

This Feb. _____ 194.

N.P.

H. C. Merriam

Trans { copy of deed

M. C. Parson

For Jar Copy
\$0.25-

Deed Book NO 23, page 110.

This ~~ad~~ deed made this the 7th day of March 1857 between John C. Stapleton and Almedia ^L his wife of the first part and W. Craig Herndon of the second part all of the county of Lee / and state of Virginia. Witnesseth that in consideration of the sum of two hundred dollars ~~in hand paid~~ and secured to be paid by the party of the ~~second part~~ ^{to the party of second part} the receipt of which is hereby acknowledged, the said party of the first part by these presents give, grant, sell, deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in ~~the~~ ^{said} county of Lee on Jones Creek in the Crab-orchard containing by estimation thirty and a half acres be the more or less bounded as follows: Beginning, on the 1st pole line 29 poles from white oaks and beeches on the north side of a branch at a white oak S 20 E 20 poles to a red oak on the top of a ridge and with said ridge S 92 1/2 W / 30 poles to a pine and chestnut ~~on~~ top of a high spur N 55 1/2 W 29 poles to a little gum and chestnut N 20 W 10 poles to two chestnut oaks S 60 1/2 W 33 poles to a sour wood hickory and two dead spanish oaks, (now gone) N 41 1/2 W 30 poles to a chestnut at ~~the~~ top of a deep hollow N 69 E 90 — to ~~on~~ ^{or parcel} beginning. To have and to hold the said tract of land unto with all of its appurtenances unto the party of the second part and his heirs forever. And the party of the first part covenant that the will generally the title to the land hereby conveyed. And the party of the first part hereby reserve to ~~themselves~~ the vendor's lien on said land ~~until~~ the purchase money therefor is fully paid. Witness the following signatures and seal.

John C. Stapleton (seal)

Almedia Stapleton (seal)

Virginia Lee County, to wit :

I, John A.G. Hyatt com'r in ch. do certify that John C. Stapleton, whose name is signed to the foregoing deed, dated March the 7th 1887 personally appeared before me in the said county and acknowledged said writing, to be his act and deed. Given under my hand this the 7th day of March 1887.

J.A.G. Hyatt, com'r ad.

Virginia Lee County, to wit :-----I, John A.G. Hyatt commissioner in chancery for Lee County, do certify that Almida Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the county at ore said and being examined by me privily and apart from her husband and having the deed fully explained to her she declared she willingly executed the same and did not wish to retract the same. Given under my hand this the 20th day of August 1888

John A.G. Hyatt com. in chancery for Lee County court.

Virginia Lee County, court clerk's office, Feb 7th 1889
The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almida his wife of the first part and and W.C. Hornum of the second part all of Lee County, Va. was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A.G. Hyatt a commissioner in chancery for Lee County Court. Test John A. Gibson, clerk.

Virginia Lee County to wit :

This day R.L. Pennington personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the clerk's office of the said county court and that the same is a true transcript therefrom. This Feb 1889

H. C. Stinson

From { Copy of Deed

John C. Stinson wife

~~~~~

For Jar Copy

\$1.50



Deed Book No 20 ,page 133.

This Deed made ~~the~~ the 30th day of July 1889 between John B. Pennington of ~~the~~ <sup>Lee</sup> ~~first~~ part and William C. Herndon of the ~~second~~ <sup>other</sup> part . J. R. Pennington now a resident of Hawkins County Tennessee and the other named parties of Lee county Virginia . Witnesseth that in consideration of the sum of \$50.00 fifty dollars in hand paid the receipt of which is hereby acknowledged the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia it being ~~part of~~ <sup>The Homestead</sup> a tract of land assigned to John Pennington Sr by commissioners it being a part of the Mc Gradie Survey bounded as follows to wit : Beginning ~~at~~ <sup>at</sup> the mouth of Jones Creek crossing the North Fork of Powells River southerly up the North Side of Stone Mountain with Partition line to the top of said mountain thence eastwardly with the top of same with the varying meanders thereof to the original Mc Gradie line and with line thereof northwardly to the ~~North Fork of Powells River~~ <sup>thence</sup> thence Westwardly with the ~~varied~~ <sup>meanders</sup> meanders thereof to the beginning . And the aforesaid John B. Pennington ~~and~~ <sup>and</sup> Larkin Herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtenances . Witness the following signatures and seals The number of acres not known but by boundary be the same more or less .

✓ John B. Pennington (seal )

Larkin Herndon (seal )

Virginia Lee County To wit :

I, John A. G. Hyatt clerk for the circuit for Lee county state aforesaid do hereby certify that John B. Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing



Bearing date on the 30th ~~day~~ of July 1889 each personally appeared before me and acknowledged the same to be their act and deed for the purpose therein stated. Given under my hand this Sept 7th 1889.

J. A. C. Hyatt clerk.

Virginia Lee County to wit: In the office of the clerk of ~~the~~ <sup>May 6 1890</sup> said county this deed was presented and with the certificate thereto annexed admitted to record.

*Copy Made by J. H. Richmond Clerk*  
Test John R. Gibson, Clerk.

Virginia Lee County to wit: This day R. L. Pennington Personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the clerk's office of the said county court, and that the same is a true transcript from the said records. This Feb. \_\_\_\_ 1894.

\_\_\_\_\_  
N.P.



A.C. Newman

From { Copy of Dec 8

John B. Peckham

---

The far copy

\$0.50



This deed made this Dec 21st in the year of our lord

1862 bet ween Rebecca J Robins and James Robins of the first part  
and William C. Herndon ~~of the second part~~ <sup>a her husband of Indian Ter</sup> and Cynthia Herndon his  
wife of the county of Lee and State of Virginia of the second part  
Witnesseth that for and in consideration of the sum of \$90 dollars  
in hand paid the receipt of is hereby acknowledged the said party  
of the first part do grant bargain and sell to the party of the se-  
cond part all of their right title and interest in the Charles Pen-  
nington lying and being in the said county of Lee and lying on the  
waters of Jones Creek and bounded as follows Beginning on a beech  
and white oak on the east bank of heads Creek near its mouth thence  
southwardly to a poplar on Jones Creek thence eastwardly to a white  
oak on the top of a ridge thence north eastwardly to a white oak  
on ~~the~~ a flat thence north westwardly to <sup>the</sup> a wagon road thence south  
wardly to a beech at the mouth of a hollow near the barn of Jones  
creek thence southwardly with said creek to Joseph Marcums corner  
thence ~~westwardly~~ <sup>westwardly</sup> with said Marcums line to the old Charles  
Pennington line thence southwardly back to the beginning. and on  
said party of the first part do covenant with the party of the  
second part that they will warrant generally the land hereby convey-  
ed. Witness the following signatures and seals

James H. Robins (seal)  
Rebecca J. Robins (seal)

Witnesses M. Graham, Z.T. Robins, Perkins county, Chickasaw Nation  
Feb 2nd/90 Ervin Springs

Chickasaw Nation, Perkins county, Feb 2nd/90  
Personally appeared before me S.W. Wallace a U.S. Commissioner  
James H. Robins and his wife Rebecca Robins to me well known and  
signed and acknowledged to me that it was for consideration there  
in expressed and set forth the above and foregoing deed or  
instrument of writing convey a tract of land to William C. Her-  
ndon and his wife This Feb 2nd/1890

Samuel W. Wallace, U.S. Comm'r  
for Indian Territory.

Virginia Lee county to wit :  
in the office of the clerk of the said county May the 6th 1890  
this deed was presented and with the certificate thereto annexed  
was admitted to record

Test, John R. Gibson, clerk.

A Copy Teste, S.W. Richardson Clerk



Deed Book No. 25 page 330.

This deed made this the 10th day of Oct 1834 by and between John B. Pennington and Larkin Herndon of the county of Lee and state of Va of one part and William C Herndon of the and state aforesaid of the other part. Witness that for and in consideration of the sum of four hundred and fifty dollars in hand paid the receipt of which is hereby acknowledged, the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia. Being a part of the John McGrawe ~~14,000~~ 14,000 acre survey which was partitioned by commissioners among the heirs of Edward Pennington &c this being a portion of the lot assigned to John Pennington Sr and by him by deed to John Pennington Jr and Larkin Herndon. Said land is lying in lower Graborchard and between the north fork of Poels River and Jones Creek and needs Creek bounded as follows to wit: Beginning at a poplar on the east bank of Needs Creek corner to Charles Pennington's land and near the ford of said creek and with said creek southwardly 90 poles to its mouth on the north bank of the north fork of Powells River & thence eastwardly with the meanderings thereof to a stake the original line and with said line N 30° W to a gum & chestnuts and a Spanish oak corner to A. Palleys land and with lines of the said N 30° W 200 poles to a white oak and thence E N 30° W 40 poles to 3 white oaks thence north west with parkers line to Jones creek and with said creek to Charles Pennington's land and with his lines to the beginning supposed to contain this to four hundred acres be it the same more or less. And the said John B. Pennington and Larkin Herndon do covenant with the said William C. Herndon that they will warrant generally the land hereby conveyed. Witness the following signature and seals.

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County to wit :-

I, John A. G. Hyatt & Com r in ch for Lee County court the same being a court of record do certify that John B. Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing date on the 10th day of Oct 1834, personally appeared before me in said county & fore sworn and each acknowledged the same to be their act and deed for the purpose therein stated. Given under my hand and the seal of the said court the 10th day of Jan 1835.

J. A. G. Hyatt Com r &c

Virginia Lee County court clerk's office March one 4th 1835  
The foregoing deed bearing date Oct the 10th 1834 between John B. Pennington and Larkin Herndon of the one part and William C. Herndon of the other part all of Lee County Va. was this day ~~presented~~ filed in this office and admitted to record with the certificate of J. A. G. Hyatt a Com r for Lee County Va.

Test? J. H. Gibson, clerk



Knoxville Province TSC

45. In Chancey  
H. C. Stinson

Copy of Dues

To  
H. C. Stinson

From  
John C. Pennington  
Dues

The far Copies

~~4~~ 50

examined



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 1st day of January 1894.

Knotville Provision and Sugar Co  
against

Plaintiff

In Chancery

W. C. Herndon et al

Defendants.

The object of this suit is to 1st is to set aside and annul the deed of W. C. Herndon  
his wife to David P. Parsons dated March 14th 1893; 2nd to set aside and ~~annul~~  
declare void the deed made by W. C. Herndon & wife to Wm Woodward  
dated Nov 10th 1893; 3rd to annul the transfer of goods & chattels made by  
W. C. Herndon to John P. Larkin Herndon on or about Nov 10th 1893  
and 4th that judgment be given in favor of the Plffs against the Defendants  
for the amount mentioned in the bill & the same be satisfied  
out of said property thereby conveyed. And an affidavit having been made and filed that the defendant

W. C. Herndon is

not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the Lee County  
Republicans, and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q.

A. B. Munsey Clerk.



Knoxville Prov & Sugar Co

vs. }

ORDER OF  
PUBLICATION.

Wm. L. Herndon et al  
vs. A. B. Munsey Clerk of the  
Circuit Court of do certify  
that I delivered to the  
Lee County Republican  
the within order on the  
1st day of January 1894  
for publication, and  
posted a copy thereof at  
the front door of the Court  
house at the January Term  
1894 of the county Court  
A. B. Munsey clerk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*William C. Munsey*

*Leah Ann Henderson John B.  
Henderson David D. Parsons  
William Woodward and  
John A. Spletter*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the *10<sup>th</sup>* Monday in *Jan*, 189*4*, to

answer a bill in Chancery, exhibited against

*them*

in our said court by

*the Knoxville Provision & Sugar  
Co. a corporation organized and  
existing under the laws of the  
state of Tennessee*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the

*8*

day of

*Dec*

189*3*, and in the

*118*

year of the Commonwealth.

*A Copy Teste*

*A B Munsey*

Clerk.

*A B Munsey clerk*



Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., is the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

vs.

SUBPOENA  
IN CHANCERY.

p. q.

To Rules,

Circuit Court.

The proper affidavit having been read and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

APB Munnery Clerk



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*William A. Munsey*  
*Frank H. Hurdon, John S.*  
*Hurdon, Louis P. Harsano*  
*William Woodward, and*  
*John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the *10th* Monday in *June*, 189*4* to

answer a bill in Chancery exhibited against *them* in our said court by

*The Knoxville Provision & Sugar Co*  
*a corporation organized and*  
*existing under the laws of the*  
*State of Tennessee*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the

court-house, the

*11th*

day of

*Dec*

189*3*, and in the

*11th*

year of the Commonwealth.

*A. B. Munsey*

Clerk.



Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woolward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his line as an L corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

*L. C. Herndon, D. C. P.*

*Knoxville Provision & Sugar Co*

vs.

SUBPOENA  
IN CHANCERY.

*W. C. Herndon et als*

*Pennington Bros p. q.*

To *1st January* 1894 Rules,  
Circuit Court.

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*W. C. Pennington Clerk*



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